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December 18, 2008

The Honorable Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Sandi Perry, Complainant/Petitioner v. BellSouth Telecommunications,
Incorporated d/b/a AT&T South Carolina, Defendant/Respondent
Docket No.: 2008-415-C

Dear Mr. Terreni:

Enclosed for filing is AT&T South Carolina's Answer in the above-referenced matter.

By copy of this letter, I am serving all parties of record with a copy of this response as indicated on the attached Certificate of Service.

Sincerely,

Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
DM5 #723897

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2008-415-C

IN RE:)
)
Sandi Perry,)
Complainant/Petitioner,)
)
v.)
)
BellSouth Telecommunications, Inc.)
d/b/a AT&T South Carolina,)
)
Defendant/Respondent.)

AT&T SOUTH CAROLINA'S ANSWER

BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina") respectfully submits its Answer to the Complaint Ms. Perry filed in this docket.¹ The amounts Ms. Perry alleges in her Complaint total less than \$50.00,² and most, if not all, of her claims address matters that are outside the jurisdiction of the Public Service Commission of South Carolina ("the Commission"). AT&T South Carolina, therefore, expressly reserves its rights to move for dismissal and/or summary judgment of some or all of Ms. Perry's claims. Subject to this reservation of rights and to the

¹ This is the second Complaint against AT&T South Carolina that Ms. Perry has filed with the Commission. The Commission addressed Ms. Perry's prior Complaint in Docket No. 2006-294-C, in which it entered various Orders denying all relief sought by Ms. Perry. *See* Order Denying Motions for Leave to Amend Complaint and to Submit a Statement of Facts and Partially Dismissing Complaint (Order No. 2007-277); Order Denying Petition for Rulemaking (Order No. 2007-442); Order Denying Claims for Relief and Petition for Rulemaking (Order No. 2007-747); and Order Denying Protest and Third Petition for Rehearing (Order No. 2008-47). None of these Orders were appealed.

² The allegation in Paragraph 7 of the Complaint that "I am owed about \$1,350 from before for costs" makes it clear that Ms. Perry is seeking amounts that she already sought, and was denied, in Docket No. 2006-294-C. The \$1,350 alleged in Paragraph 7 of the Complaint, therefore, is not included in the "less than \$50.00" amount referenced above because it is clearly beyond the jurisdiction of the Commission to consider and is clearly barred by the doctrines of res judicata and collateral estoppel.

affirmative defenses set forth below, AT&T South Carolina respectfully responds to the allegations in the Complaint as follows:

1. In response to the allegations set forth in Paragraph 1 of the Complaint, AT&T South Carolina admits that: Ms. Perry purchased unregulated Internet services from AT&T South Carolina; AT&T South Carolina provided Ms. Perry a \$50 rebate card; Ms. Perry used the rebate card to pay her bill with the assistance of an AT&T representative; and Ms. Perry was charged a \$5.00 convenience fee after being informed that the charge would apply if she paid her bill in that manner. To the extent any of the allegations set forth in Paragraph 1 of the Complaint are inconsistent with these admissions, they are denied.

2. In response to the allegations set forth in Paragraph 2 of the Complaint, AT&T South Carolina denies that Ms. Perry has always paid her bills promptly. AT&T South Carolina admits that it has appropriately charged Ms. Perry late payment charges on occasion, but due to the lack of specificity of these allegations, AT&T South Carolina cannot admit or deny any specific amounts at this time. To the extent any of the allegations set forth in Paragraph 2 of the Complaint are inconsistent with these admissions, they are denied.

3. AT&T denies the allegations set forth in Paragraph 3 of the Complaint.

4. AT&T denies the allegations set forth in Paragraph 4 of the Complaint.

5. In response to the allegations set forth in Paragraph 5 of the Complaint, AT&T South Carolina admits that it provided Ms. Perry a new modem for her unregulated Internet services, and AT&T South Carolina admits that the sum at issue as set forth by Ms. Perry is “about \$1.” AT&T South Carolina is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the

fifth, sixth, and seventh sentences of Paragraph 5 of the Complaint (alleging certain conversations with representatives of the Office of Regulatory Staff), and therefore can neither admit nor deny them. AT&T South Carolina denies the remainder of the allegations set forth in Paragraph 5 of the Complaint.

6. In response to the allegations set forth in Paragraph 6 of the Complaint, AT&T South Carolina admits that it has provided Ms. Perry certain good-faith billing adjustments for her unregulated Internet services. AT&T South Carolina denies the remainder of the allegations set forth in Paragraph 6 of the Complaint.

7. AT&T South Carolina denies the allegations set forth in Paragraph 7 of the Complaint.

8. AT&T South Carolina denies the allegations set forth in Paragraph 8 of the Complaint.

9. AT&T South Carolina denies the allegations set forth in Paragraph 9 of the Complaint.

10. AT&T South Carolina denies the allegations set forth in Paragraph 10 of the Complaint.

11. AT&T South Carolina denies the allegations set forth in Paragraph 11 of the Complaint, and it denies that Ms. Perry is entitled to any of the relief sought in Paragraph 11 of the Complaint.

12. AT&T South Carolina denies the allegations set forth in Paragraph 12 of the Complaint, and it denies that Ms. Perry is entitled to any of the relief sought in Paragraph 12 of the Complaint.

AFFIRMATIVE DEFENSES

14. The Commission lacks jurisdiction over some or all of the charges and services addressed in the Complaint including, without limitation, Internet services, the convenience fee, the inside wire maintenance plan, and late payment fees as applied to unregulated services.

15. The Commission lacks jurisdiction to consider Ms. Perry's claims or requests that sound in tort, including without limitation claims of fraud, requests for costs for this or prior proceedings, claims of harassment, claims of intentional infliction of emotional distress, requests to "punish" or "discipline" AT&T South Carolina, and requests for money damages.

16. To the extent Ms. Perry alleges AT&T misrepresented any rates, terms, or conditions of any of its regulated services to her, Ms. Perry's claims are barred by the filed rate doctrine and the applicable provisions of the tariffs of AT&T South Carolina and/or its affiliates.

17. The claims set forth in Paragraph 7 of the Complaint are barred by the doctrines of res judicata and/or collateral estoppel.

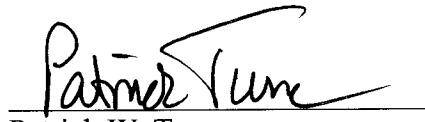
18. Ms. Perry lacks standing to seek relief on behalf of all of AT&T's customers or on behalf of anyone other than herself.

19. To the extent that Ms. Perry claims an outage of any regulated service(s), AT&T's liability for such outage is limited by its General Subscriber Service Tariff, including but not limited to Section A2.5.1 which provides that "the liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not

caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occurs."

Respectfully submitted this 18th day of December, 2008.

By:

A handwritten signature in black ink, appearing to read "Patrick W. Turner", written over a horizontal line.

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ATTORNEY FOR AT&T SOUTH CAROLINA

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STATE OF SOUTH CAROLINA

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COUNTY OF RICHLAND

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CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") and that she has caused AT&T South Carolina's Answer in Docket No. 2008-415-C to be served upon the following on December 18, 2008.

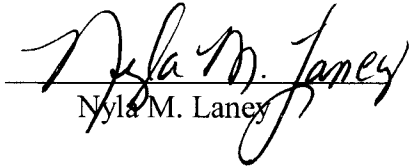
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